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Attorneys for Defendant,
USAA CASUALTY INSURANCE COMPANY

**IN UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JEREMY R. WHITELEY,

Plaintiff,

vs.

USAA CASUALTY INSURANCE
COMPANY,

Defendant.

CASE NO.: 2:24-cv-00138-FLA-MAA

**DEFENDANT USAA CASUALTY
INSURANCE COMPANY'S NOTICE
OF MOTION AND MOTION FOR
SUMMARY JUDGMENT**

Hearing Date: March 14, 2025

Hearing Time: TBD

Crtrm.: 6B

Judge: Hon. Aenlle-Rocha

Cmplt. Filed: Jan. 5, 2024

TO PLAINTIFF AND HIS ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that on March 14, 2025 or as soon thereafter
as counsel may be heard by the above-entitled court located at United States
Courthouse, 350 West 1st Street, Los Angeles, CA 90012 in Courtroom 6B on the
6th Floor, Defendant USAA Casualty Insurance Company ("USAA CIC") will, and

1 hereby does, move for Summary Judgment under the Federal Rules of Civil
2 Procedure Rule 56 as follows:

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4 1. USAA CIC is entitled to summary judgment on the grounds that
5 Plaintiff's first cause of action for breach of contract, second cause of action for
6 breach of the covenant of good faith and fair dealing, and the third cause of action for
7 declaratory relief, and claim for punitive damages fail as a matter of law because the
8 uncontroverted facts establish that USAA CIC's duty to defend or indemnify
9 Whiteley was not triggered by the allegations within the complaint in the underlying
10 civil lawsuit based on the terms of the subject homeowners and umbrella insurance
11 policies.
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14 2. In alternative, USAA CIC is entitled to partial summary judgment of
15 Plaintiff's first cause of action for breach of contract because the uncontroverted facts
16 establish that the duty to defend or indemnify Whiteley was not triggered by the
17 allegations within the complaint in the underlying civil lawsuit based on the terms of
18 the subject homeowners and umbrella insurance policies, such that no benefits were
19 owed under the subject policies.
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22 3. In the alternative, USAA CIC is entitled to partial summary judgment of
23 Plaintiff's second cause of action for breach of the implied covenant of good faith
24 and fair dealing because the uncontroverted facts establish that USAA CIC did not
25 withhold benefits under the policies and conducted a reasonable and prompt
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1 investigation of Plaintiff's claim, reasonably relied on the advice of counsel, and that
2 the parties were engaged in a genuine dispute as to whether USAA CIC's duty to
3 defend Whiteley in the underlying suit was triggered.
4

5 4. In the alternative, USAA CIC is entitled to partial summary judgment of
6 Plaintiff's third cause of action for declaratory relief because any declaratory relief in
7 Whiteley's favor would be an incorrect statement as a matter of law.
8

9 5. In the alternative, USAA CIC is entitled to partial summary judgment of
10 Plaintiff's punitive damages claim because the uncontroverted facts establish that
11 there is no clear and convincing evidence that USAA CIC engaged in any conduct
12 that amounts to fraud, oppression, or malice in its handling of the claim, nor is there
13 any evidence of the advance knowledge and ratification of any conduct by USAA
14 CIC by an officer, director, or managing agent, as required under California law.
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17 This Motion will be based upon this Notice of Motion and Motion,
18 Memorandum of Points and Authorities in Support of the Motion, the Separate
19 Statement of Uncontroverted Facts, the Index of Evidence in Support of the Motion,
20 the Declaration of Barbara Gonzalez and the accompanying exhibits, the Declaration
21 of Jessica J. Ross and the accompanying exhibit, all pleadings and papers on file
22 herein, and other matters as may be presented to the Court before and at the Motion
23 hearing.
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CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 7-3

This Motion is made following a conference of counsel pursuant to Local Rule 7-3 and this Court's Initial Standing Order, which took place by way of telephone conference on December 12, 2024 and multiple follow-up email correspondence thereafter. (Declaration of Jessica J. Ross ¶6.)

Dated: January 31, 2025

DKM LAW GROUP, LLP

By: /s/Jessica J. Ross

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